

**FOR COUNTY USE ONLY**

County of San Bernardino

F A S**STANDARD CONTRACT**

X	New	Vendor Code		SC	Dept.	A	Contract Number	
	Change							
	Cancel							
County Department					Dept.	Orgn.	Contractor's License No.	
Arrowhead Regional Medical Center								
County Department Contract Representative					Telephone		Total Contract Amount	
Mark H. Uffer, Director					580-6150		0.00	
Contract Type								
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Affiliation Agreement								
If not encumbered or revenue contract type, provide reason: _____								
Commodity Code			Contract Start Date		Contract End Date		Original Amount	
			8/12/03					
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
							0.00	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Project Name				Estimated Payment Total by Fiscal Year				
Affiliation Agreement				FY	Amount	I/D	FY	Amount
Contract Type - 1								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
New York College of Osteopathic Medicine
 Address
PO Box 8000
Old Westbury, NY 11568-8000
 Telephone
(516) 686-3718

Hereinafter called College

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Agreement is entered into by and among the County of San Bernardino, hereinafter referred to as "County," on behalf of Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center," and New York College of Osteopathic Medicine, hereinafter referred to as "College."

WITNESSETH

WHEREAS, the College has the need of additional facilities for clinical training of its osteopathic medicine students, hereinafter referred to as "Students"; and

WHEREAS, the Medical Center operates a site which is suitable for the clinical training of Students; and

WHEREAS, it is of mutual benefit to the parties that the Students use the clinical facilities of the Medical Center for their learning experience;

NOW, THEREFORE, the parties here to enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. Obligations of College:

The College will -

1. Designate a faculty member of the College who shall serve as a Coordinator and be responsible for planning and coordinating the activities and assignments of the Students with the Coordinator designated by the Medical Center.
2. Provide and maintain the records and reports of its Students during their clinical learning experiences.
3. Inform Students of all applicable policies and regulations of the Medical Center. The Medical Center Coordinator shall notify the College Coordinator of any violations thereof. A Student may be dismissed from participation in the training programs in accordance with College's applicable policies and procedures as referred to below.
4. Provide the names of Students, who must be pre-registered, sufficiently in advance to allow convenient planning of schedules. Students assigned for clinical instruction and experience at the Medical Center shall be subject to the supervision and direction of the Medical Center.
5. Provide to the Medical Center upon written request verification of the immunizations, diagnostic tests, and examinations performed to document Students' freedom from communicable disease as required by Medical Center policy in effect at the time of assignment to the Medical Center.
6. Warrant that Students have been provided with information and education necessary to enable them to function safely and effectively. As applicable, this will include but is not limited to safety, use of hazardous materials, prevention of infection (including tuberculosis and blood borne pathogens), and prevention of violence. These requirements may be updated periodically as required by Medical Center policy or the requirements of external regulating agencies. Documentation of such training will be provided to Medical Center upon request.
7. Maintain for Students assigned to the Medical Center records for five years after the Students' last contact with the Medical Center. Upon request, these records will be provided to the Medical Center.
8. The College will withdraw a Student from the clinical program at the Medical Center if, after the consultation in accord with Section II, Paragraph 11 below, the College determines such action to be warranted.

II. Obligations of the Medical Center:

The Medical Center will –

1. Designate, after consultation with the College Coordinator, a Coordinator who will meet and plan with the College Coordinator the clinical activities and assignments of the Students. The Medical Center Coordinator or designee shall be responsible for the direct and immediate supervision of the Students.
2. Permit access for Students and Instructors to the clinical facilities as necessary to participate in required clinical learning experiences so long as such access does not interfere with the regular activities of the Medical Center.
3. Maintain the clinical facilities so that they at all times shall conform to the requirements of the California Department of Health Services, the Joint Commission on the Accreditation of Healthcare Organizations and the American Osteopathic Association.
4. Provide, when possible, a reasonable amount of storage space for instructional materials and reasonable classroom or conference rooms space at the Medical Center for use by Students assigned for clinical learning experience.
5. Allow Students to render only those services which are related to the objectives of the educational program and which the Students are competent to provide.

6. Advise College of any changes in its personnel, operations, or policies, which may affect the clinical learning experience.
7. Permit, upon reasonable request, the inspection of the clinical facilities and the services available for the clinical experience, and other items pertaining to the clinical education program, by agencies charged with the responsibility for accreditation of the education program.
8. If requested by a Student, provide emergency care as required due to injury or illness occurring during the clinical training experience at the Medical Center. Said services shall be made available through the standard procedures in effect at the Medical Center and shall be paid for by the person to whom such services are rendered at the Medical Center's usual and customary rate.
9. Retain ultimate professional and administrative accountability for patient care.
10. Not decrease the customary number of staff as a result of the assignment of Students to the Medical Center.
11. The Medical Center will recommend to the College the withdrawal of a Student if: (a) the achievement, progress, adjustment or health of the Student does not warrant a continuation at the Medical Center, or (b) the behavior of the Student fails to conform to the applicable regulations of the Medical Center. The Medical Center will assist the College, if necessary in implementing this recommendation.
12. The Medical Center reserves the right, exercisable in its discretion after consultation with the College in accord with Section 1, Paragraph 8 above, to exclude any Student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Medical Center.

III. Insurance:

1. A. College agrees to maintain adequate comprehensive liability and property damage insurance for the term of the agreement with combined single limits as follows: (1) Each Occurrence: \$1,000,000; (2) General Aggregate: \$3,000,000.
- B. College agrees to maintain adequate Medical and Hospital Liability Insurance for the term of the agreement with limits as follows: (1) Each Occurrence: \$1,000,000; and (2) General Aggregate: \$3,000,000.
- C. College agrees to maintain Worker's Compensation insurance as required under California State Law.
2. The above insurance shall state that the same may not be altered or canceled to County's detriment without thirty (30) days prior written notice to County. If the above insurance is written on a claims made form, it shall continue for three years following termination of the agreement. The insurance shall provide for retroactive date of placement prior to or coinciding with the effective date of the agreement.

It should be expressly understood, however, that the coverage herein shall not in any way limit the liability of College. Such provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of College, its officers, agents, and employees.

3. College further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the County and College, against other insurable hazards relating to performance. Prior to the commencement of this contract, College agrees to issue a Certificate of Insurance indicating compliance with the aforementioned insurance coverage requirements. College agrees to provide County with a certificate naming "County of San Bernardino" as an additional insured. College agrees that it will give County thirty (30) days advance written notice of any modification, change, or cancellation of any of the insurance coverage.

4.
 - A. County is a self-insured public entity for purposes of professional liability, general liability, and Workers' Compensation. County warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of County's performance of this agreement.
 - B. County, upon the execution of this Agreement, shall furnish College with certificates of self-insurance evidencing compliance with all requirements.
 - C. County agrees to maintain Workers' Compensation as required under California State Law.
5. The above insurance shall state that the same may not be altered or canceled to College detriment without thirty (30) days prior written notice to College. It should be expressly understood, however, that the coverage herein shall not in any way limit the liability of County. Such provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents, and employees.
6. County further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the College and County, against other insurable hazards relating to performance. Prior to the commencement of this contract, County agrees to issue a Certificate of Insurance indicating compliance with the aforementioned insurance coverage requirements. County agrees that it will give College thirty (30) days advance written notice of any modification, change, or cancellation of any of the insurance coverage.

IV. Indemnification:

1. College shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of College, its officers, employees, agents, and Students.
2. County shall indemnify and hold College, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees and agents.
3. In the event that College or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the College and/or County shall indemnify the other to the extent of its comparative fault.

V. Cooperation in Disposition of Claims:

County and College agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. College shall be responsible for discipline of Students in accordance with College's applicable policies and procedures. To the extent allowed by law, County and College shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided to this agreement; provided, however, that nothing shall require either County or College to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-product Privilege.

VI. Status of County and College:

The parties expressly understand and agree that -

1. This agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between County and College and their employees, partners, or agents, but rather is an agreement by and among independent contractors, which are County and College.
2. Instructors and Students and other College personnel are present at the Medical Center only for educational purposes, and such Instructors and Students and personnel are not to be considered employees or agents of the County for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, Workers' Compensation insurance, or any other fringe benefits of employment.

VII. Confidentiality of Information:

All information obtained and records created, which pertain to patients to whom care/service is provided shall remain confidential and the sole property of the Medical Center. Prior written approval of the Medical Center shall be obtained prior to disclosure of patient specific information and/or trended aggregated data, unless otherwise required by law.

VIII. Modification:

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

IX. Compliance with Immigration Laws:

The parties hereby certify that they shall comply during the term of this agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. The parties further certify that they have obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services under this Agreement, hired after November 5, 1986.

X. Assurance of Non-Discrimination:

The College and the County, in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 505 of the Rehabilitation Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age or handicap in any policies, procedures or practices.

XI. Assignment:

Neither party hereto shall assign its rights or obligations pursuant to this agreement without the express written consent of the other party.

XII. Rules of Construction:

The language in all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the County or the College. Section headings in this agreement are for convenience only and are not to be construed as a part of this agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. Entire Agreement:

This agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreement promises, negotiations or representations relating to the subject matter of this agreement not expressly set forth herein are of no force or effect. This agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this agreement and signs the same of its own free will.

XIV. Governing Law:

This agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

XV. Counterparts:

This agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XVI. Severability:

The provisions of this agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XVII. Term and Termination:

1. This agreement shall be effective for a one (1) year term, commencing on the execution of this agreement by both parties and terminating one year later at which time the agreement shall automatically renew for successive one year terms thereafter. However, this agreement may be terminated, with or without cause, by either party after giving the other party ninety (90) days advance written notice of its intention to terminate. The Director of the Medical Center is authorized to initiate termination on behalf of the County. However, any such termination by the County shall not be effective, at the election of College, as to any Student who at the date of mailing of said notice was participating in the clinical learning experience until such Student has completed the Program for the then current academic term.
2. Any written notice given under this Section XVII shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s), as the case may be:

ARROWHEAD REGIONAL MEDICAL CENTER

400 North Pepper Avenue
Colton, CA 92324
Attention: Director, Medical Center

NEW YORK COLLEGE OF OSTEOPATHIC MEDICINE

PO Box 8000
Old Westbury, NY 11568-8000
Attention: Associate Dean, Clinical Education

XVIII. Authorization:

The undersigned individuals represent that they are fully authorized to execute this agreement on behalf of the named parties.

IN WITNESS whereof, this agreement has been executed by the parties hereto as of the day and year first written above.

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COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors of the County of San Bernardino.

By _____
Deputy

New York College of Osteopathic Medicine
(Print or type name of corporation, company, contractor, etc.)

By: ► _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: PO Box 8000
Old Westbury, NY 11568-8000

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____ County Counsel	► _____	► _____ Department Head

Date _____

Date _____

Date _____

Auditor/Controller-Recorder Use Only

☐ **Contract Database** ☐ **FAS**

Input Date

Keyed By